

## **ARTICLE II**

### **RECOGNITION AND UNION SECURITY**

#### **Section 1 Bargaining Units**

A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa Public Employment Relations Board (PERB) as set forth in Appendix A. The Employer will not, during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, part-time employees who are scheduled for less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week, will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.

D. The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution.

*(Board of Regents see Appendix M-1)*

#### **Section 2 Dues Deduction**

A. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union and fees for Union insurance programs.

B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, dental insurance and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each Agreement or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.

D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and the provision of the social security numbers of dues payers.

E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including all information presently provided by each department and agency. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer tape or diskette, whichever is mutually agreeable, which, in a format agreeable to both parties, shows each bargaining unit employee's name, home address, home number in the public domain, payroll number, work location, work number (if available), pay grade, step, and hourly wage rate, as well as a header tape with insurance information, and any other information mutually agreed to. Each time the 10-digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the header codes and code key. For those employee groups, such as employees of Community Based Corrections, Iowa School for the Deaf, and Iowa Braille and Sight Saving School, where a computer tape is not available on a monthly basis, the Employer will, at no cost to the Union, provide the Union with a diskette showing the above information.

G. Local unions within AFSCME may independently adjust their dues structures to meet local needs. The local unions will provide written notice to Council 61 regarding any dues deduction changes. The Employer will effectuate one change per local per fiscal year at no cost to the union within sixty (60) calendar days after receipt of notice of such change from AFSCME/Iowa Council 61. However, such notice may be given only from December 1 through January 31, or June 1 through July 31. A second change requested by a local in a fiscal year or a change requested at a time other than the periods stated above will be implemented within sixty (60) calendar days from the Employer's receipt of such request, but the local union will be charged for programming costs. Such change will not be implemented during the months of December, January or July.

H. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Reporting shall be consistent with Article II, Sec. 2(F).

### **Section 3 Bulletin Boards**

A. The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customarily used for the posting of information to the employees in the unit. It is understood that there shall be no pyramiding by the Union and that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining units represented.

B. No political campaign literature or material detrimental to the Employer or the Union shall be posted. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at state institutions.

C. The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.  
(*Capitol Complex see Appendix U-4U*)

#### **Section 4 Union Leave**

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any special meeting requiring less than ten (10) calendar days notice must be arranged through the Iowa Department of Personnel (IDOP). Union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

C. Upon the request of the President of AFSCME/Iowa Council 61 to the Director of the Department of Personnel, employees shall be granted a union leave for other union activities. Such leave(s) shall be limited to ninety (90) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

D. During union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the Union's written request, during periods of leave of thirty calendar days or less, the Employer will continue to pay the Employee's wages so that the Employee's retirement contributions will be uninterrupted. The Employer shall receive reimbursement from the Union within fifteen calendar (15) days following paycheck issuance for such gross wages including the Employer's share of retirement and Federal payroll taxes paid during such periods of union leave without pay. Failure to reimburse

the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

### **Section 5 Union Conventions and Conferences**

A. Duly elected Union delegates or alternates to the annual conventions of AFSCME/Iowa Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days annually, to attend said conventions.

B. Duly elected Union delegates or alternates to the biennial convention of AFSCME International, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days, to attend said convention.

C. Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.

D. The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible. Time off taken pursuant to this Section may be charged to vacation, earned compensatory time, or leave of absence without pay as the individual employee may designate.

### **Section 6 Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

### **Section 7 Discrimination**

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of union or non-union affiliation.

### **Section 8 Union Activity Protection**

A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and PERB Rules, Chapter 3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited procedure for the resolution of alleged violations of subsection A of this Section. When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this Agreement agree that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

### **Section 9 Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

### **Section 10 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the General Assembly, the Legislative Service Bureau, the Legislative Fiscal Bureau or the respective caucus staff of the General Assembly, or for disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

### **Section 11 Electronic Communication**

The following is a pilot provision that is in effect from July 1, 2003 through June 30, 2005. Thereafter this provision will be deleted from the contract unless extended by mutual agreement.

For purposes of this section, the term "electronic communication device" is defined to mean a telephone, a cellular telephone, a pager, a facsimile machine, and the employer's e-mail system.

Representatives of the union whose names have been provided to the employer shall be permitted to use electronic communication devices subject to the following conditions:

1. The amount of time used by the union representative must be reasonable and must not unduly interfere with the performance of the union representative's work duties.
2. Communication is limited to the processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other information normally posted on union bulletin boards.
3. No political campaign literature or material detrimental to the Employer will be transmitted by the union representative.
4. Employees who use electronic communication devices will be responsible for payment of costs incurred by the Employer which are in addition to normal operating costs.
5. Employer work rules and policies, not in conflict with this section, will apply.

Nothing herein should be construed as creating restrictions on previously permitted uses or as authorizing use in locations where use is prohibited due to health, safety or security reasons.

### **Section 12 New Employee Orientation**

The following represents an agreement reached between the State of Iowa and the American Federation of State, County and Municipal Employees (AFSCME).

One representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President/Chapter Chair that a new employee(s) has been hired. The Employer will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union.

The Employer retains the right to review materials provided for new employees by the Union and refuse to distribute any political campaign literature or material detrimental to the Employer.

The thirty (30) minute Union orientation shall be voluntary and without loss of pay for the new employee(s).

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

This does not supersede the current agreement on New Employee Orientation between the Union and the Department of Corrections. That agreement remains in effect.